



## Terms and Conditions

### Payment Terms and Cancellation

Following receipt of your E-Booking Form you will receive an invoice with full BACS details. Full payment is due 30 days prior to the agreed start date. Bookings for guiding outside the UK made within 30 days of the start date require payment in full.

If full payment is not received within 30 days of the agreed start date, James Thacker Mountaineering reserves the right to cancel your booking and to retain your deposit.

- If you cancel more than 30 days before start date you lose 25% of your deposit.
- If you cancel between 15 to 30 days of start date you lose 50%.
- Cancel between 7 and 15 days and you lose 75%.

Please do consider taking out cancellation cover (or check your household policy) for the activities you are planning. In the event of your unexpected cancellation it might well allow you to recoup some costs.

In the event of James Thacker Mountaineering cancelling due to circumstances beyond my control, a full refund or alternative date/itinerary will be offered.

## Safety and Insurance

### Your Responsibility & Acceptance.

Due to the, sometimes, stressful nature of mountaineering you must be in good health, adequately prepared for long periods of hard physical exercise and times that are extremely mentally exacting.

During an excursion you must accept the leader's responsibility and authority to make decisions affecting you and others. This may result in a participant being excluded due to lack of fitness, inadequate preparation or behavior that may jeopardize their own / the group or guide's safety. If you disregard instructions or choose to leave the group you do so at your own risk, and you forfeit the duty of care owed to you by James Thacker Mountaineering. All above exclusions are non refundable.

### Participation

Mountains in summer or winter are dynamic by their nature as are the risks inherent in all hill walking, climbing and mountaineering activities. You need to be aware of and accept these risks when participating. Acceptance of the need to modify itinerary's, plans and objectives in response to local weather conditions will increase safety. In the tradition of alpinism, please also accept that when climbing together you should seek to minimise the risks to the guide (usually me) by moving efficiently and economically. In turn your guide will do exactly the same.

**BMC Participation Statement:** *The BMC recognises that climbing and mountaineering are activities with a danger of personal injury or death. Participants in these activities should be aware of and accept these risks and be responsible for their own actions.*

If you are not happy accepting a level of personal risk, then a JTM excursion is not for you.

**Insurance in the UK:** Although insurance is not mandatory in the UK, I also strongly recommend that you obtain personal accident insurance prior to the start of your course, such policies are available from the British Mountaineering Council (BMC) along with lots of good advice. Such policies will often cover you should you need to cancel you planned guiding or instructional activity. Check out [www.thebmc.co.uk](http://www.thebmc.co.uk)

**Insurance outside the UK:** When away from the UK, it is your responsibility and in many cases mandatory to have specialist mountaineering / off piste skiing rescue, medical and repatriation insurance to cover the dates, areas and activities involved. A policy that includes cancellation insurance at point of booking may help you recoup costs if you incur cancellations charges. Appropriate mountaineering insurances available at: [www.thebmc.co.uk](http://www.thebmc.co.uk) and [www.snowcard.co.uk](http://www.snowcard.co.uk)

### **Associates**

From time to time James Thacker Mountaineering uses a number of carefully selected Associate IFMGA Mountain Guides or Mountaineering Instructors (MIA/MIC's) to deliver tailored programmes. In the vast majority of cases this will be in addition to myself. All of these people are chosen on the basis of their mix of their technical skills, qualifications and sound interpersonal skills.

### **Equipment**

The client is responsible for any loss of or damage through misuse of James Thacker Mountaineering equipment. James Thacker Mountaineering reserves the right to demand payment or replacement.

### **UK Law**

The conditions of all contracts made with James Thacker Mountaineering shall be subject to, and governed by, English Law.